

## **DIGITAL PROJECTION LIMITED WARRANTY - EMEA**

**THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS AS WELL AS CERTAIN WARRANTY DISCLAIMERS AND EXCLUSIONS—PLEASE READ CAREFULLY.**

1. **Limited Warranty.** Subject to the limitations, exclusions and disclaimers set forth herein Digital Projection Limited ("Digital Projection") warrants that its projectors, accessories, lamps and laser/LED light sources (collectively "the Product") purchased from Digital Projection, and/or a Digital Projection authorised Distributor or Reseller will conform to Digital Projection's specifications, and be free from defects in material or workmanship for the Limited Warranty period provided herein only. If the Product while subject to this Limited Warranty is found by Digital Projection to be defective in material and/or workmanship during the Warranty period, only then Digital Projection, at its option, will repair and/or replace the Product. An exchanged Product replaced under this Limited Warranty will become the property of Digital Projection. *Digital Projection's sole obligation* is to supply (or pay for) all labour necessary to repair the Product found by it to be defective within the Limited Warranty period, and to repair and/or replace any defective Product.

### **2. Limited Warranty Period(s). The Limited Warranty periods are as follows:**

(a) **Projectors with Lamp Light Source: Product Limited Warranty Period is three (3) years from the purchase date, excluding Projection Lamps**

(b) **Projection Lamp Limited Warranty Period: Ninety (90) days or five hundred (500) hours operation from the purchase date – whichever comes first.**

(c) **Projectors with Laser or LED Light Source: Product Limited Warranty Period is three (3) years or twenty thousand (20,000) hours operation from the purchase date – whichever comes first.**

(d) **Replacement Laser or LED Light Source Limited Warranty Period: two (2) years or ten thousand (10,000) hours operation from the purchase date – whichever comes first.**

(e) **Accessory Product Limited Warranty Period: Ninety (90) days from the date of purchase.**

(f) **This Limited Warranty may be supplemented or modified by Digital Projection's Extended Warranty Programme.**

3. **Standard Warranty Exclusions/Disclaimers.** This Limited Warranty shall not apply and Digital Projection shall have no obligation and disclaims any liability under this Limited Warranty if:

(a) The end user or any third party has modified, repaired or attempted to modify or repair the Product without obtaining Digital Projection's prior written authorisation;

(b) The identification markings on the Product have been removed, defaced or altered;

(c) The Product was damaged or malfunctions due to accident, disaster, abuse, improper use, mishandling, mispackaging, shipping, exposure to dust and/or smoke, or electrical shock and/or power surges;

(d) The Product was not installed on a system configured as specified in the User Manual or was otherwise improperly installed;

(e) The Product was subjected to operating conditions outside of the range specified in the User Manual or this Warranty;

(f) The Product was subjected to use in excess of the hours recommended in the User Manual;

(g) The end user or any third party failed to follow the User Manual's instructions or Special Conditions detailed herein regarding the proper handling, operation, service and/or maintenance of the Product including, but not limited to the replacement or cleaning of filters, where applicable;

(h) The failure is due to normal wear and tear of the Product, including, but not limited to, image burn-in or scratches or marks on the surface of the projector's lens and/or cabinet;

(i) The failure is due to use of parts and components, including lamps, not supplied by Digital Projection or an authorised supplier.

**4. Claims, Product Return Procedures and Remedies.** In the event that Digital Projection shall find, in its exclusive determination, that its Product is defective, and such defect occurred during the Limited Warranty Period and is not otherwise excluded, a claim must be submitted and follow all of the following requirements:

(a) It must be submitted to an Authorised Digital Projection Service Centre with a completed Limited Warranty Claim in accordance with Digital Projection's then-current Return Material Authorisation ("RMA") procedures, written details of which are available upon request;

(b) It must be submitted with a valid proof of purchase;

(c) It must be securely packaged in the original shipping container or its equivalent and be returned with shipping charges pre-paid and proof of purchase included in the box; it being understood that failure to properly package the Product will void the applicable Limited Warranty and Digital Projection shall not be liable

under any circumstances for any damage to or loss of the Product during shipping or transit and recommends that you procure appropriate shipping insurance.

(d) The returned Product must be adequately packaged and properly shipped as described above, and be subject to final inspection of the Product by Digital Projection and/or an Authorised Digital Projection Service Centre upon receipt of the returned Product to Digital Projection to ensure full compliance with the conditions specified herein;

(e) If Digital Projection should independently determine that the Product in fact contains a defect covered by the Limited Warranty as claimed it will, at its sole discretion, either repair or replace the Product with a new Product of comparable or greater specified functionality. If in Digital Projection's sole opinion no comparable Product is available, Digital Projection may, again at its sole discretion and option, refund the original purchase price of the Product.

(f) If Digital Projection repairs the Product, any Product parts that are replaced during the repair process shall become Digital Projection's property. If Digital Projection elects to replace the Product rather than repair it, or if Digital Projection refunds the original purchase price of the applicable Product, the Product returned shall become Digital Projection's property.

(g) All repaired or replaced Product shall be warranted for the remainder of the original Warranty period only.

(h) If Digital Projection repairs a product that is outside of the Warranty period, the warranty on the associated parts and repairs is ninety (90) days from the date of return shipment of the repaired product from Digital Projection.

(i) Any claimed "Dead-On-Arrival" ("DOA") Product must be reported in writing within one (1) month from the date of purchase or ten (10) hours projector runtime, whichever comes first. All other requirements listed above in relation to "Claims, Product Returns Procedures and Remedies" apply to DOA claims.

**5. DISCLAIMERS OF ALL OTHER WARRANTIES. EXCEPT AS SET FORTH HEREIN DIGITAL PROJECTION MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ITS PRODUCT OTHER THAN AS CONTAINED IN THIS LIMITED WARRANTY. NO DIGITAL PROJECTION DEALER, RESELLER, AGENT AND/OR EMPLOYEE SHALL BE AUTHORISED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, DIGITAL PROJECTION DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ANY APPLICABLE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED ALWAYS TO THE DURATION OF THE LIMITED WARRANTY PERIOD.**

**6. LIMITATIONS ON LIABILITY. THE LIABILITY OF DIGITAL PROJECTION, IF ANY, FOR DAMAGES RELATING TO ANY FOUND TO BE PRODUCT UNDER**

**TORT, CONTRACT AND/OR ANY OTHER LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL PRICE PAID FOR THE PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF DIGITAL PROJECTION IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**

**7. MANDATORY ARBITRATION. ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS LIMITED WARRANTY IS SUBJECT TO MANDATORY ARBITRATION EITHER UNDER THE COMMERCIAL RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE AND/OR THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION WITH THE VENUE OF ALL ARBITRATION HEARINGS TO BE IN THE JURISDICTION IN WHICH THE PRODUCT IS PURCHASED.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY HAVE OTHER RIGHTS THAT VARY.

**8. GOVERNING LAW. ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH THE PRODUCT IS PURCHASED.**

**9. LIMITATION OF WARRANTY. THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM COUNTRY TO COUNTRY (OR STATE TO STATE, OR JURISDICTION TO JURISDICTION). DIGITAL PROJECTION'S RESPONSIBILITY FOR MALFUNCTIONS OR DEFECTS IN ITS PRODUCT IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY.**

**10. EXTENDED WARRANTY OPTIONS AND SPECIAL CONDITIONS**

	3 Year Limited Warranty	2 Year Warranty Extension	Special Conditions
<b>M-Vision Series</b>	<input checked="" type="checkbox"/>	Optional	All lamps covered by 90 day or 500 hour warranty – whichever comes first. Replacement Laser/LED Light Sources covered by 2 year or 10,000 hour warranty – whichever comes first. Consumable parts (such as filters) must be replaced when new lamps/light sources are fitted, or as necessary upon visual inspection and in accordance with operating environment.
<b>E-Vision Series</b>	<input checked="" type="checkbox"/>	Optional	
<b>HIGHlite Series</b>	<input checked="" type="checkbox"/>	Optional	
<b>Mercury Series</b>	<input checked="" type="checkbox"/>	Optional	
<b>Titan Series</b>	<input checked="" type="checkbox"/>	Optional	
<b>Insight Series</b>	<input checked="" type="checkbox"/>	Optional	

Limited Warranty and Warranty Extension follows serial number of Product and can be transferred upon notification to Digital Projection.

Limited Warranty and Warranty Extension is valid in country of delivery from Digital Projection to Authorised Distributor and/or Reseller. International Warranty applies only if Digital Projection is notified at time of purchase that the Products will be utilised in a system bound for an alternative country of deployment.

Limited Warranty Period begins at date of invoice from Authorised Digital Projection Reseller, or 90 days after date of invoice from Digital Projection, whichever comes first.